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UNITED STATES DISTRICT COURT  
DISTRICT OF NEBRASKA

ERIN MAYNARD, individually, and Plaintiff  
MANDY MAYNARD, individually,  
Plaintiffs,

v.

WEST COAST COSMETICS, INC., a California  
Corporation,  
Defendant.

Case No.: \_\_\_\_\_

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff ERIN MAYNARD, individually, and Plaintiff MANDY MAYNARD, individually, bring this Complaint against Defendant WEST COAST COSMETICS INC., a California Corporation, ("Defendant" or "West Coast") for breach of contract and violation of usury laws, and make the following allegations based on personal knowledge as to facts pertaining to their own experiences, and on information and belief as to all others:

**NATURE OF THE ACTION**

1. This action concerns the enforcement of a previous action filed by Defendant West Coast in California.
2. Plaintiffs and Defendant settled the matter at mediation in 2021.
3. However, Defendant breached the settlement agreement by charging a usurious amount of interest amounting to over 700% (*seven hundred percent*).



14. Storybook and West Coast attended mediation and agreed to settle the case for \$240,000, to be paid in 26 monthly installments.

15. On March 15, 2021, West Coast filed a notice of settlement.

16. Storybook made Twenty (20) monthly payments, reducing the balance to \$58,750.61.

17. Despite the balance being \$58,750.61, and without providing notice to Plaintiffs, on December 7, 2021, West Coast represented to the court that there was a judgment entitling them to \$411,282.12.

18. Based on this misrepresentation, the judgment was awarded on December 15, 2021.

19. The amount of the judgment is more than seven times the amount actually owed under the settlement contract.

20. Therefore, West Coast charged Plaintiffs an illegal actual interest rate of over 700%.

**COUNT I**  
**Breach of Contract**  
**(On Behalf of Plaintiffs)**

21. Plaintiffs incorporate paragraphs 1-20 as if fully set forth herein.

22. Plaintiffs and Defendant signed a valid and enforceable settlement agreement, settling the California litigation in its entirety for \$240,000.

23. Plaintiffs paid \$181,249.39 and the balance owed was reduced to \$58,750.61.

24. However, as described above, Defendant breached the contract by representing to the court that they were owed \$411,282.12, when the actual amount owed under the settlement agreement was only \$58,750.61.

25. Therefore, Defendant breached the contract and Plaintiffs have suffered damages.

26. WHEREFORE, Plaintiffs pray for judgment as set forth below.

**COUNT II**  
**USURY**  
**(On Behalf of Plaintiffs)**

27. Plaintiffs incorporate paragraphs 1-26 as if fully set forth herein.

1 28. Plaintiffs and Defendant signed a valid and enforceable settlement agreement, settling the  
2 California litigation in its entirety for \$240,000.

3 29. The settlement reduced the transaction to a loan or forbearance.

4 30. Plaintiffs paid \$181,249.39 and the balance owed was reduced to \$58,750.61.

5 31. However, as described above, Defendant breached the contract by representing to the court  
6 that they were owed \$411,282.12, when the actual amount owed under the settlement agreement was  
7 only \$58,750.61.

8 32. Defendant had a willful intent to enter this usurious transaction.

9 33. Therefore, Defendant violated usury laws by charging interest exceeding the statutory  
10 maximum.

11 34. Accordingly, Plaintiffs have suffered damages.

12 35. WHEREFORE, Plaintiffs prays for judgment as set forth below:

13  
14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff, individually and on behalf of the Class defined above, pray for the  
16 following relief:

- 17 A. An order declaring that Defendant's actions, as set out above, constitute breach  
18 of contract and a violation of Usury laws;
- 19 B. An order awarding an injunctive and declaratory relief, other equitable relief,  
20 and damages to Plaintiffs;
- 21 C. Such other and further relief that the Court deems reasonable and just.

22 **JURY DEMAND**

23 Plaintiffs request a trial by jury of all claims that can be so tried.

24 Dated: March 21, 2022

Respectfully submitted,

25  
26 By: /s/ Mark L. Javitch

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